

AMENDMENT NO. 1 TO  
JOINT POWERS AGREEMENT  
NO. 25273

1. Date: The date of this amendment to the Agreement shall be the date of its approval by the Board of Supervisors of the County.

2. Parties: The parties to this amendment to the Agreement are the County and the City.

3. Recitals: This amendment is intended to amend the Joint Powers Agreement Between the City of Los Angeles and the County of Los Angeles Providing For Lifeguard and Maintenance Services To Be Rendered By The County on Beaches Located Within the City, dated May 20, 1975, (the "Agreement"), pursuant to which the County furnishes and provides all necessary lifeguard and beach maintenance at all beach areas bordering on the Pacific Ocean which are owned or leased by the City and situated within the limits of the City of Los Angeles (the "Beaches"), so that the following specific changes which the parties wish to make to the Agreement may be integrated in the terms of the Agreement by this amendment.

(1) The release of the County from all obligations assumed under the Agreement for Ocean Front Walk.

(2) The release of the County from all obligations assumed under the Agreement for the Turf Area of Venice Beach.

(3) A relinquishment by the County to the City of the concession rights granted to the County by the City in the Agreement on those areas of the Beaches from which the County is

being discharged from further performance of the obligations assumed in the Agreement.

(4) The creation of a right of review and approval by the County over amendment to the leases and permits for the City's use of the Beaches that have been assigned by the City to the County.

(5) The assignment of the Venice Beach and Cabrillo Fishing Pier Contracts back to the City, including a release of the County from all obligations assumed under the agreement for the parking for the Cabrillo Fishing Pier, and a corresponding relinquishment of the County to the City of the right to operate the lot and retain the revenue from its operation.

(6) The release of the County from its obligations under the Agreement for transferring non-owned parking and concession equipment, furniture and furnishings to the City upon termination of the Agreement.

(7) The creation of a new obligation on the part of the City to transfer operating responsibilities to the County under the terms of the Agreement of any new capital improvements that the City may make on the Beaches, when the improvements are intended to be managed for the production of income.

(8) The creation of a new allocation between the parties of their ultimate financial responsibility under the Agreement for third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches, whereby (a) the County will assume all third party liability on

the Beaches caused by the negligence of the agents, servants and employees of the County in the performance of the lifeguard, Custodial Maintenance and parking obligations that have been assumed by the County under the Agreement, and a dangerous condition of an Improved Condition of the Beaches created by an act or omission in the performance of the Custodial Maintenance obligation, including the negligence of the agents, servants and employees of the City with respect to the protection, correction or warning of the dangerous condition; (b) the City will assume all third party liability on the Beaches caused by the negligence of the agents, servants and employees of the City, a dangerous condition created by either a condition of the piers and groins and the portion of the South Bay Bicycle Trail on Will Rogers State Beach or a Natural Condition or Hybrid Natural and Artificial Condition of the Beaches, the accretions to the Beaches, the offshore waters and the submerged land, including the negligence of the agents, servants and employees of the County with respect to the protection, correction or warning of the dangerous condition; and (c) each party will assume a proportionate share of the third party liability on the Beaches caused by a dangerous condition arising out of an Improved Condition of the Beaches other than the previously described conditions for which each party has assumed the entire liability for a dangerous condition.

(9) The establishment of new addresses for the parties to which notices under the Agreement are to be mailed.

(10) The assignment by the County to the City of the project agreement for the appropriation by the State of California of \$334,000 in state grant funds for expenditure by the County on the renovation of the Turf Area of Venice Beach in accordance the terms of the project agreement with the State of California for the expenditure of the funds for this purpose.

The parties have agreed to these changes in the Agreement in order to provide for a continuation of the services being performed under the Agreement by the County on the Beaches beyond the date of termination of the Agreement set forth in the letters of April 25, 1986, and April 13, May 28, and June 25, 1987, from the County's Director of Beaches and Harbors to the City's Director of Recreation and Parks. Therefore, it is understood and agreed that as a material part of the consideration for the obligations being assumed by the City in this amendment, the County's notice of termination of the Agreement as set forth in the previously described letters is rescinded, and the County shall continue to perform its obligations under the Agreement, as amended.

1. Ocean Front Walk: The City releases the County from all obligations assumed by the County under the Agreement for the beach area described in Attachment A of the Agreement as Ocean Front Walk. The foregoing notwithstanding the County shall continue to rake and clean the sand in the area of Ocean Front Walk that lies between the intersections of Ocean Front Walk with Washington Street on the north and Topsail Street on the south, until this segment of the right of way is paved.

2. The Turf Area of Venice Beach: The City releases the County from all obligations assumed by the County under the Agreement for the portion of Venice Beach described in Attachment A of the Agreement as the "City Owned Property lying southwesterly of Ocean Front Walk" and the "State Owned Property Leased by the City of Los Angeles" that is bounded northeasterly by the southwesterly line of Ocean Front Walk, as presently established, northwesterly by the southwesterly prolongation of the center line of Barnard Way, 52 feet wide, southwesterly by the northeasterly line of the South Bay Bicycle Trail, as presently established, and southeasterly by the southwesterly prolongation of the northwesterly line of Washington Street, as presently established. The described area of Venice Beach from which the County is being released from its obligations under the Agreement is more commonly known by the parties as the "Turf Area of Venice Beach".

3. Concessions: The County relinquishes to the City the right conferred upon the County by the City in the Agreement to award new concession service contracts on Ocean Front Walk, including those segments that have not been paved, and the Turf Area of Venice Beach.

4. Future Modification of the Leases and Permits Assigned By The City To The County: Paragraph II.E. of the Agreement is modified by the addition of the following sentences. "Any such modification shall be subject to review and approval by the County's managing officer of the Beaches prior to the City

entering an agreement with the other governmental agency modifying the assigned lease or permit, and in the event this approval cannot be obtained by the City from the County, the City shall not agree to the modification being made a part of the lease or permit assigned to the County, until such time as the Agreement is terminated. The foregoing notwithstanding, any lease or permit assigned by the City to the County may be terminated by the City regardless of whether or not the County's managing officer of the Beaches approves of such termination. The termination of any such lease or permit shall without further action by the City or County terminate this Agreement to the extent only that the provisions of this Agreement apply to the property which is the subject of such lease or permit, except that Sections IX and XI shall not apply to any such termination. At the request of the County the City shall make reasonable efforts to obtain the consent of the owner of the property for continued use by the County of the buildings described in Section X. The City shall give the County written notice of the termination of any such lease or permit no less than six calendar months prior to the date of termination. If the termination is prior to the expiration of the lease or permit, the terms of the agreement providing for such termination shall require the party who owns the Beach to accept the attornment of any tenants of the County whose tenancies on the Beach have not expired prior to the date of such early termination, provided the tenant is not in breach of the tenant's obligations under the lease or permit granted by the County."

5. Venice Beach and Cabrillo Fishing Pier Contracts:

Subject to the written approval of the Department of Fish and Game of the State of California (the "Department"), the Cooperative Agreement By and Between The Department and the City For The Operation and Maintenance of the Los Angeles Public Fishing Pier, dated June 1, 1963, as amended by the Department and the City on June 1, 1983, and the Cooperative Agreement By and Between the Department and the City for the operation and maintenance of the San Pedro Fishing Pier, dated July 25, 1968, (the "Venice Beach and Cabrillo Fishing Pier Contracts"), that were assigned to the County by the City in the Agreement, are assigned by the County to the City. The City accepts the assignments and agrees to assume and perform all of the terms, promises, conditions and other provisions of the Venice Beach and Cabrillo Fishing Pier Contracts to be performed by the City. In accepting this assignment the City acknowledges that it has not relied upon any representations by the County with respect to the revenue it may acquire or the costs it may incur in operating and maintaining the fishing piers over the remaining terms of the Venice Beach and Cabrillo Fishing Pier Contracts, and that to the extent it is informed on these matters, such knowledge has been acquired by the City based upon its own inspection and investigation of the fishing piers and not any representations made by the County. Furthermore, the City acknowledges it is aware that the Venice Beach fishing pier is currently closed, and that the City may have to incur some extraordinary costs before

it can be reopened as a public fishing pier. The City agrees to accept the attornment of any tenants of the County whose tenancies on the fishing piers have not expired on or before the effective date of this amendment, provided that the City shall not be required to recognize the tenancy of any tenant who is in breach of the lease or permit granted by the County. The County shall inform the City of all the County's tenants on the piers, and furnish copies of the leases and permits that created these tenancies, and any and all amendments and assignments that have been made over the term of these tenancies with the tenants by the County as their landlord. It is understood and agreed that it shall be the obligation of the City and not the County to remove any tenant to whom the City is not required to grant non-disturbance. It is further agreed that operational control of the parking lot for the Cabrillo Fishing Pier shall be returned to the City. Accordingly the City releases the County from all obligations assumed by the County under the agreement for this parking lot, and the County relinquishes to the City the right conferred upon the County by the City in the Agreement to operate the lot and retain the parking revenue from its operation.

6. Parking and Concession Equipment, Furniture and Furnishings: Paragraph IX.B. of the Agreement is modified by the addition of the following sentence. "The foregoing notwithstanding, there shall be no obligation on the part of the County to transfer upon termination of the Agreement the right, title and interest in parking and concession equipment,



furniture and furnishings being used to predominantly service the Beaches, where the title to such items is held by a contractor or concessionaire of the County or some other third person with whom the County contractor or concessionaire is in privity of contract under a contract of sale for the item that is being used."

7. Capital Improvements: Paragraph XV.C. of the Agreement is modified by the addition of the following sentence. "Any works of public improvement constructed by the City on the Beaches during the term of the Agreement shall be subject to the Agreement and to the extent that any such improvements are intended to be managed for the production of income, the County shall have the sole right to manage those improvements and receive the income from their operation. In managing any such new improvements the County shall maintain and repair any such new improvements, and the County's managing officer of the Beaches may, in his sole discretion, and without prior approval by the City, provide for the operation of the improvements by either employees or independent contractors."

8. Indemnification: Section XVI of the Agreement is deleted in its entirety and replaced with the following paragraphs.

"XVI. In contemplation of the provisions of section 895.2 of the California Government Code imposing joint and several tort liability upon public entities solely by reason of such entities being parties to an agreement as defined in section 895 of the California Government Code, the parties pursuant to the authori-

zation contained in section 895.4 of the California Government Code agree to allocate the ultimate financial responsibility under the Agreement for third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches in the following manner.

"A. The County agrees to defend, indemnify, and hold the City harmless from and against any and all liability and expense, including defense costs and legal fees, arising out of the negligent or wrongful act or omission of the County, its agents, officers, and employees to the extent that such liability is imposed upon the City by the provision of section 895.2 of the California Government Code, including, but not limited to, personal injury, bodily injury, death, and property damage caused by the negligent or wrongful act or omission of the agents, officers and employees of the County in the performance of the Custodial Maintenance, lifeguard and parking obligations or any other obligations that have been assumed by the County under the Agreement. In addition when liability arises pursuant to Chapter 2, Part 2, Division 3.6 of Title 1, commencing with Section 830 of the California Government Code, by reason of a dangerous condition of an Improved Condition of the Beaches that is created by an act or omission of the agents, officers, servants and employees of the County in the performance of either the Custodial Maintenance obligation or the parking obligation that has been assumed by the County under the Agreement, the County agrees to assume the entire liability for the dangerous condition, and defend, indem-

nify and hold the City harmless from liability for the dangerous condition, including the alleged act or omission of the City, its agents, officers and employees, to protect against, repair, remedy, or correct the dangerous condition, to provide safeguards against the dangerous condition, or warn of the dangerous condition. The term "Custodial Maintenance" is defined to mean work that can be completed within a period of eight consecutive hours or less by the work forces that the County customarily assigns to the job to be performed, such as by way of illustration and not limitation, cleaning and washing public restrooms, removing debris from the sand, trash collection, sweeping the bicycle path, filling potholes, changing light bulbs, repairing faucets and showers, and patching cracks. The foregoing notwithstanding, Custodial Maintenance shall not be construed to include a repair that can be completed within a period of eight consecutive hours or less, where it is reasonable to include the repair in a larger job of repair, rehabilitation, renovation or replacement because of the state of disrepair or deterioration of the building or structure on which the repair is to be made, and the determination to include the repair in such a longer job has been made before the accrual of the cause of action of the third party tort claimant for injury or damage caused by the dangerous condition by the County's managing officer of the Beaches in a written document that this officer has caused to be prepared for the purpose of either seeking funds or appropriating funds for expenditure on the larger job, such as by way of illustration and not

limitation, a beach refurbishment project report, a capital project budget, a departmental operating budget, or an application for state or federal subvention. By way of illustration and not limitation of this distinction, Custodial Maintenance would not include making repairs that can be completed within a period of eight consecutive hours or less to a pothole in a parking lot, where the lot requires a new asphalt surface, and funds have been appropriated in a capital project budget for expenditure on the larger job, before the condition causes injury or damage; or making repairs that can be completed within a period of eight consecutive hours or less to a broken handrail on a stairway, where the state of deterioration on the stairway is such that the entire structure should be renovated or removed and replaced and the larger job has been identified in a beach refurbishment project report as a project in need of funds, before the condition causes injury or damage. Furthermore, it is understood and agreed by the City that the County's assumption of the liability for a dangerous condition of the Beaches that is created by a condition of Custodial Maintenance on an Improved Condition of the Beaches shall not be deemed to express or imply an acceptance by the County of an obligation to defend, indemnify, or hold harmless the City from liability arising pursuant to Chapter 2, Part 2, Division 3.6 of Title 1 commencing with Section 830 of the California Government Code, by reason of a dangerous condition of the Beaches that is created by either a condition of the piers and groins that extend from the Beaches into the ocean

and the portion of the South Bay Bicycle Trail that is located on Will Rogers State Beach, or a Natural Condition or Hybrid Natural and Artificial Condition of the upland, the accretions to the upland, the tide and submerged land and the ocean, including the alleged act or omission of the County, its agents, officers and employees, to protect against, repair, remedy, or correct the dangerous condition, to provide safeguards against the dangerous condition, or warn of the dangerous condition.

"B. The City agrees to defend, indemnify, and hold the County harmless from and against any and all liability and expense, including defense costs and legal fees, arising out of the negligent or wrongful act or omission of the City, its agents, officers, and employees to the extent that such liability is imposed upon the County by the provisions of section 895.2 of the California Government Code, including, but not limited to, personal injury, bodily injury, death, and property damage caused by the negligent or wrongful act or omission of the City, its agents, officers and employees. In addition, when liability arises pursuant to Chapter 2, Part 2, Division 3.6 of Title 1, commencing with Section 830 of the California Government Code, by reason of a dangerous condition of the Beaches that is created by either a condition of the piers and groins that extend from the Beaches into the ocean and the portion of the South Bay Bicycle Trail that is located on Will Rogers State Beach, or a Natural Condition or Hybrid Natural and Artificial Condition of the upland, the accretions to the upland, the tide and submerged land

and the ocean, the City agrees to assume the entire liability for the dangerous condition, and defend, indemnify and hold the County harmless from liability for the dangerous condition, including the alleged act or omission of the County, its agents, officers and employees, to protect against, repair, remedy, or correct the dangerous condition, to provide safeguards against the dangerous condition or warn of the dangerous condition. The term "Natural Condition" is defined to mean a condition of the land and ocean that has not been physically changed by some work of improvement having been made, such as by way of illustration and not limitation, cliffs, rocks, ravines, rip currents, shallow water, bottom slope, depressions, trenches, sand bars, wave break and refraction. The term "Hybrid Natural and Artificial Condition" is defined to mean a condition that is created by a combination of a Natural Condition of the land and water and an alleged act or omission of the County, its agents, officers and employees, that is either not performed or inadequately performed with respect to the protection, repair, remedy, correction, safeguard or warning of the Natural Condition.

"C. Except for the respective liability that has been separately and completely assumed for liability pursuant to Chapter 2, Part 2, Division 3.6 of Title 1, commencing with section 830 of the California Government Code, in paragraph XVI.A. by the County, and in paragraph XVI.B. by the City, it is agreed that the liability of the parties for a dangerous condition under the previously mentioned statutes of the California

Government Code, and the costs of the judgment, settlement and defense from such liability, inclusive of the costs of attorneys, witnesses, experts, investigation, discovery, trial and appeal, for a dangerous condition that is created by Other Types of Conditions of an Improved Condition of the Beaches shall be equally shared between the parties. The term "Improved Condition of the Beaches" is defined to mean a physical change to the Beaches that is brought about by some work of improvement having been made other than a pier, groin or the portion of the South Bay Bicycle Trail that is located on Will Rogers State Beach, such as by way of illustration and not limitation, a building, stairway, ramp, walkway, trail, path, drain, landscaping, tower, berm, dyke, pipe, pole, sign, fire pit, grill, fence, parking lot and sand that has been raked and cleaned or replenished by artificial means. The term "Other Types of Conditions" is defined to mean a condition of an Improved Condition of the Beaches, that is created by an act or omission, other than Custodial Maintenance, such as by way of illustration and not limitation, an act or omission in the plan, design, maintenance, repair, rehabilitation, barrier, sign, signal, marking and lighting of an Improved Condition of the Beaches. The parties shall keep each other informed on claims and lawsuits that are served on their respective governing board and council by third party tort claimants who are seeking compensation for injury and damage caused by a dangerous condition created by other Types of Conditions of an Improved Condition of the Beaches. The county counsel and the city attorney shall provide joint

representation for the named party defendants in the litigation that is commenced and exercise joint control over the defense of the case in the trial and appellate courts. In the event of a disagreement between the two attorneys over how the defense of the case should be conducted in the trial and appellate courts, the disagreement shall be resolved by allowing the attorney who wishes to engage in the course of action on which there is disagreement to proceed at the sole cost of the party that the attorney customarily represents which in the case of the county counsel is the County and in the case of the city attorney is the City. However, the foregoing procedure for joint representation of named party defendants and joint control of litigation notwithstanding, the county counsel shall represent all named party defendants who have been named in the litigation that has been commenced, whenever the city attorney determines in the exercise of his sole discretion that it would be to the best interest of the City for the county counsel to represent all the named party defendants in the case. In the event of a representation of all the named party defendants by the county counsel, it is agreed by the County that the county counsel shall keep the city attorney advised on the status of the case, control the defense of the case in the trial and appellate courts subject to a right of consultation by the city attorney on the decisions that are made, obtain the prior approval of the city attorney before hiring private attorneys and expert witnesses to assist in the defense of the case, and pay for the costs of the defense as incurred; and, it is agreed by the City



that the city attorney shall assist the county counsel in producing such witnesses and documents under the control of the City that may be required in the defense of the case, shall not unreasonably withhold his right of approval over private attorneys and expert witnesses selected by the county counsel, and shall approve all correct invoices submitted by the county counsel for reimbursement by the City of the City's proportionate share of the costs of defense that have been paid by the County. Any claim and lawsuit that arises from a dangerous condition that is created by Other Types of Conditions of an Improved Condition of the Beaches shall require the joint approval of the County and the City before an agreement for the release of the claim and a dismissal of the lawsuit can be made and entered with the third party tort claimant. In the case of settlements and final judgments each party shall pay its proportionate share of the total amount directly to the third party tort claimant.

"D. Except as provided in paragraph XVI.G., any dispute between the parties over their respective obligations for indemnification that cannot be resolved by mutual agreement of the parties shall be submitted for determination by final judgment of a court of competent jurisdiction. However, the foregoing notwithstanding, it is agreed that until a final judicial determination has been made, the respective obligations for indemnity shall be performed in accordance with the provisions of paragraph XVI.C. with respect to liability for a dangerous condition of the Beaches that is created by Other Types of Conditions of an

Improved Condition of the Beaches. Once the determination has been made, the court shall determine the rights of the parties to any reimbursement for the respective costs that are incurred pending final resolution of their dispute based upon whether there was a prevailing party in the litigation to resolve the dispute, and if so, which party prevailed.

"E. The obligations assumed by the parties in section XVI. shall survive the termination of the Agreement, whether by expiration of term or otherwise, as to claims arising for personal injury, bodily injury, death or property damage, occurring on or before the date of termination.

"F. The indemnity provided in paragraphs XVI.A., B. and C. shall be excess to any other indemnity coverage protecting the parties from third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches.

"G. In the event that there is indemnity for the third party tort liability under paragraphs XVI.A. and XVI.B., or paragraphs XVI.B and XVI.C., or paragraphs XVI.A. and XVI.C. or under all three paragraphs XVI.A., XVI.B. and XVI.C., it is agreed that the concurrent indemnification shall be prorated based on the comparative degree of causation that the various categories of negligence and dangerous condition for which indemnification is provided in paragraphs XVI.A., XVI.B. and XVI.C. was a contributing factor to the proximate cause of injury or damage to the third party tort claimant. The proration shall be made by mutual agreement of the county counsel and the city attorney subject to

the approval of their respective governing bodies. In the absence of such an agreement within ninety (90) days after a determination of the liability by a final judgment of a court of competent jurisdiction or a settlement by the parties with the third party tort claimant, the determination shall be made by non-binding arbitration pursuant to the procedures set forth in chapter one through three, inclusive, of the California Arbitration Act, as contained in Title 9 of Part III of the California Code of Civil Procedure, commencing with Section 1280, or any amendments or reenactments of these provisions of the Act by the Legislature over the term of this contract. The parties acknowledge and agree that this agreement to arbitrate their disagreement on the proration of the concurrent indemnification in the manner specified constitutes an enforceable agreement to submit the controversy to arbitration under the enforcement provisions of the California Arbitration Act, as the law now exists or may be subsequently amended or reenacted. In resolving a dispute under this paragraph, the arbitrator shall be provided with paragraphs XVI.A., XVI.B., and XVI.C. of this contract, and shall be jointly instructed by both parties to include in the final report of the decision, detailed factual findings of causation of the third party tort liability with an explanation as to how the proportionate shares of causation were determined, and the allocation of liability within the parameters of paragraphs XVI.A., XVI.B., and XVI.C. The arbitrator's decision shall be non-binding, as the parties reserve the right to reject the decision and bring an

action to determine in a court of competent jurisdiction the proration of the causation. By way of example of how this proration is to be determined, assume that a complaint for an injury (broken arm) sustained when a person is thrown to the ocean floor by a large wave is filed against the parties. The complaint charges the County and the City with liability for the injury based upon a dangerous Hybrid Natural and Artificial Condition of the beach caused by large surf, an uneven ocean floor and a failure to warn, and the negligence of the County lifeguard to provide proper first aid. The case is tried on both theories of liability, and a judgement of \$50,000 is recovered against the County and the City. The proration and the concurrent indemnification under paragraphs XVI.A. and XVI.B. would be submitted to arbitration after the County and the City are unable to mutually agree upon the degree that the dangerous Hybrid Natural and Artificial Condition and negligent first aid were a proximate cause of the plaintiff's injury. The arbitrator decides that the comparative degree of causation between the two factors that caused the injury is 80% for the dangerous Hybrid Natural and Artificial Condition, an uneven ocean floor and failure to warn, and 20% for negligent first aid. The dangerous Hybrid Natural and Artificial Condition, uneven ocean floor and failure to warn, are the City's entire responsibility under paragraph XVI.B. The COUNTY is 100% responsible for the negligent first aid under paragraph XVI.A. Based on these facts, and the arbitrator's decision, the ultimate financial responsibility for the liability

in this case would be shared, with the COUNTY paying \$10,000 (20% of \$50,000), and the City paying \$40,000 (80% of \$50,000). In the event either party is dissatisfied with the arbitrator's decision, a judicial determination of the proration of the concurrent indemnification in a court of competent jurisdiction in accordance with the basis that is set forth in this paragraph for making the determination may be sought by either party in a trial de novo on the issue of the comparative degree of causation that the various categories of negligence and dangerous condition for which indemnification is provided in paragraphs XVI.A., XVI.B. and XVI.C. was a contributing factor to the proximate cause of injury or damage to the third party tort claimant. Each party also shall pay a share of all third party defense costs, and arbitration costs, as well as the costs incurred in seeking a post-arbitral trial de novo in a court of competent jurisdiction, based on the proration that is made. It is further agreed that the control over the claims and lawsuits that are subject to the combined indemnity described in this paragraph shall be handled in accordance with the provisions of paragraph XVI.C., except to the extent that the provisions of this paragraph provide for a different percentage allocation of the costs of the judgment, settlement and defense of the third party tort claimant's claim and lawsuit. However, until this percentage allocation of the costs is determined in the manner provided by this paragraph, the costs shall be equally shared by the parties. When the determination is made, there shall be a reconciliation of the amounts

that have been paid based on the percentages that have been so determined with any excess payments made being either refunded or credited against any future financial obligation under this agreement at the option of the party who has overpaid.

"H. This agreement of indemnity shall apply only to this Agreement, as it is agreed that the parties' agreement on the terms of indemnity for this Agreement shall not supersede any and all other agreements of indemnity between the parties with respect to their liability for the Beaches by reason of their being parties to other agreements as defined in Section 895 of the California Government Code that are still in force and effect on the effective date of this amendment to the Agreement. This agreement of indemnity may only be modified by further written agreement between the parties. Any such amendment shall expressly refer to this Agreement, and in the absence thereof, this agreement of indemnity shall not be deemed to be superseded by any other agreement the parties may enter in which they may provide for an allocation of their ultimate financial responsibility for third party tort liability by reason of their being parties to an agreement as defined in section 895 of the California Government Code."

9. Notices: The addresses of the parties to which any notice, demand or request required or authorized under the Agreement is to be given or made are changed to the following addresses.

County:

Board of Supervisors  
500 W. Temple Street  
Los Angeles, California 90012

Department of Beaches and Harbors  
County of Los Angeles  
13837 Fiji Way  
Marina del Rey, California 90292

City:

Mayor  
City of Los Angeles  
200 N. Spring Street  
Los Angeles, California 90012

City Council  
200 N. Spring Street  
Los Angeles, California 90012

City Administrative Officer  
City of Los Angeles  
200 N. Main Street  
Los Angeles, California 90012

General Manager  
Department of Recreation and Parks  
City of Los Angeles  
City Hall East  
Los Angeles, California 90012

10. The Grant For The Renovation of The Turf Area of Venice

Beach: The Agreement is modified by the addition of the following Section to the Agreement.

"XXII. Subject to the approval of the State of California, the County assigns to the City the agreement it has entered with the State of California for the appropriation of \$334,000 in state grant funds for expenditure by the County on project number 84-R19062 for the renovation of the Turf Area of Venice Beach. The City accepts this assignment and agrees to assume and perform all of the terms, promises, conditions and other provisions of

the agreement for project number 84-R19062".

11. Ratification: All other terms, conditions and provisions of the Agreement not affected by the provisions of this amendment shall remain in full force and effect and are reaffirmed by the parties.

12. Operative Date: The effective date of this amendment shall be the first day of the month following the approval of the amendment by the respective Governing Board and Council of the parties and execution of the amendment by the Mayor, the Chairman of the Board of Supervisors, the Director of the California Department of Parks and Recreation, and the Executive Officer of the California Wildlife Conservation Board.

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IN WITNESS WHEREOF, the City Council of the City of Los Angeles has approved this amendment to the Agreement by resolution and authorized the Mayor of the City to execute and the City Clerk to attest this amendment, and the Board of Supervisors of the County as the governing body of County has caused this amendment to be executed by its Chairman and attested by its Executive Officer-Clerk.

CITY OF LOS ANGELES

By ORIGINAL SIGNED  
Mayor

I hereby attest that the City of Los Angeles executed the above Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 1987.

City Clerk

By ORIGINAL SIGNED  
Deputy

Approved As To Form and  
Legality:  
James K. Hahn, City Attorney

By ORIGINAL SIGNED

COUNTY OF LOS ANGELES

By Michael H. Antonovich  
Chairman, Board of Supervisors

I hereby attest that the County of Los Angeles executed the above Agreement on the 18<sup>th</sup> day of August 1987.

Larry J. Montelth, Executive  
Officer-Clerk of the Board of  
Supervisors

By Angie Hops  
Deputy

Approved As To Form:  
DeWitt W. Clinton, County Counsel

ORIGINAL SIGNED

By \_\_\_\_\_

This amendment to the Agreement is approved by the State of California, acting through its Department of Parks and Recreation, only to the extent it relates to Will Rogers State Beach, and Dockweiler State Beach, which includes a portion of Venice Beach.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director  
California Department of Parks  
and Recreation



# Attachment A

25273

JOINT POWERS AGREEMENT BETWEEN THE CITY  
OF LOS ANGELES AND THE COUNTY OF LOS ANGELES  
PROVIDING FOR LIFEGUARD AND MAINTENANCE  
SERVICES TO BE RENDERED BY THE COUNTY ON  
BEACHES LOCATED WITHIN THE CITY

Exhibit 1A

This Agreement made this 20th day of May, 1975, by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as "City", and the County of Los Angeles, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

W I T N E S S E T H:

WHEREAS, City is the owner and lessee of certain beach properties along the Pacific Ocean located within the limits of said City; and

WHEREAS, City has been providing all necessary lifeguard and maintenance services to such beach properties although substantial recreational use of said beaches and related facilities has been made by non-City residents of the County of Los Angeles; and

WHEREAS, County has been providing lifeguard and maintenance services to beaches within its jurisdiction and is under contract with certain cities to provide similar services; and

WHEREAS, Article I of Chapter 5 of Division 7 of Title I of the California Government Code (commencing with Section 6500) authorizes public agencies to contract with each other to jointly exercise a power common to said contracting parties; and

WHEREAS, the parties desire to consolidate such lifeguard and maintenance services for increased efficiency and continuity of all such services.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties agree as follows:

I. On the effective date of this Agreement, and continuing through the term hereof, County shall furnish and provide all necessary lifeguard and beach maintenance services at all beach areas bordering on the Pacific Ocean which are owned or leased by City and situated within the limits of the City of Los Angeles. The effective date of this Agreement will be the first day of the month following the execution hereof by both parties and said effective date shall be the operative date of and for the various assignments, transfers, rights and obligations herein provided. Such services shall be equivalent to those furnished at other beaches under the jurisdiction of County. The beach areas at which County shall furnish and provide such services are legally described in Attachment A, attached hereto and incorporated herein by this reference as though fully set forth. The purpose hereof is not to sell, lease, hypothecate or otherwise to dispose of any interest which City may have in any beach area, unless specifically provided for herein below, but only to provide for County's performance of lifeguard, beach maintenance, parking and concession services.

II. A. City hereby assigns to County and County accepts, subject to all applicable lease terms and conditions, City's right to provide lifeguard and maintenance services, to administer and award concessions, and to operate parking facilities on those beach areas

leased to City by the State of California and the following leases, as amended from time to time:

1. Will Rogers State Beach, entered into December 30, 1948, and terminating on January 31, 1999.

2. A portion of Venice Beach, entered into August 3, 1949, and terminating November 9, 1998.

3. Dockweiler State Beach, entered into November 10, 1948, and terminating November 9, 1998.

4. Royal Palms State Beach, entered into February 21, 1963, and terminating December 31, 1986.

B. City hereby assigns to County, and County accepts subject to all applicable lease terms and conditions thereof, City's right to provide lifeguard and beach maintenance service, to administer and award concessions, and to operate any parking facilities on the beach areas leased to City by the U. S. Department of the Army in the area generally known as White's Point Sea Coast Battery located within the City of Los Angeles. Said lease beginning January 1, 1970 and terminating as extended December 31, 1975. Said assignment is subject to the written permission of the District Engineer of the U. S. Army Corps of Engineers of the Los Angeles District.

C. City hereby assigns to County, and County accepts subject to all applicable terms and conditions thereof the thirty-day revokable permit issued by the Harbor Department of the City of Los Angeles for that area known as Cabrillo Beach, it being understood that said assignment is subject to the written approval of the Board of Commissioners of the Harbor Department.

D. Subject to the written approval of the California Department of Fish and Game, City hereby assigns to County the Cooperative Agreements between City and the Department of Fish and Game for the operation and maintenance of Cabrillo Beach fishing pier, entered into July 25, 1968, and terminating July 24, 1993, and Venice Beach fishing pier, entered into on June 1, 1963 and terminating May 31, 1983.

E. City shall apply to the appropriate governmental agencies and use its best efforts to effect a renewal, extension or renegotiation of each lease and revokable permit hereby assigned to County prior to the expiration date of each.

III. County shall employ all City employees presently engaged as beach lifeguards and also those beach maintenance, parking and clerical personnel who have elected to transfer to County subject to the conditions set forth herein, and who are listed in Attachment B, attached to this Agreement and incorporated herein as though set forth in full, in the County classification and at the starting salary, which is designated for each person in said Attachment B, provided that each such person complies with all of the following conditions for such employment.

A. At the time each person becomes a County employee, such person shall have been a City employee for at least six months.

B. Each person shall undergo and pass a medical examination given by or under the direction of County, from which it shall be determined that such person is medically fit to perform the duties of County position for which such person is designated in Attachment B. County shall notify

City if any person fails the medical examination and shall state the reason or reasons for such failure.

C. Each person shall agree that, upon becoming a County employee, such person shall consent to any reduction in pay or classification, or both, which such transfer may entail.

D. County shall designate, with respect to each transferring City employee, a date, time and place for commencement of County employment. Any employee who is unable to report for duty in County service at the designated time and place by reason of being absent on leave without pay, which leave would have been granted by County had such person been a County employee at the time, shall be brought into County service upon termination of such leave. City shall, on or before the effective date of this Agreement, inform County of all persons on such leaves of absence from City employment and the nature and extent of each.

IV. On the day each permanent City employee commences employment with County, such transferred employee will be credited by County with all continuous employment such person has had with City. Such employment with City shall be treated for the purposes of computing and evaluating all employee benefits and rights, including seniority rights and advancement opportunities, as though such person had been employed with County, unless otherwise specified in this Agreement.

A. County shall be obligated for all vacation time earned by each transferred employee beginning on the date each becomes a County employee and for which each person is eligible based upon their vacation anniversary date. County shall give credit to each transferred employee

for any unused vacation which the employee elects to transfer and which was (1) earned in the prior vacation anniversary year and would normally be taken in the current vacation anniversary year plus (2) that vacation earned in the current vacation anniversary year which would not be taken until the succeeding anniversary year.

B. City shall pay to County within 90 days of the effective date of this Agreement the dollar equivalent of all employee vacation rights assumed by County hereunder. The dollar equivalent of transferred employees' vacation rights assumed by County hereunder shall be computed upon the basis of each employee's salary in effect on the date immediately prior to the effective date of this Agreement.

C. Each transferred permanent employee shall be credited by County with any unused accumulated and current full-pay sick leave which such person was credited by City on the date prior to the effective date of this Agreement.

D. City shall pay to County the dollar equivalent of the full-pay sick leave assumed by County for all transferred employees computed in accordance with the following provisions: each employee's accumulated sick leave as of December 31, 1974, if any, which is unused on the date prior to the effective date of this Agreement; plus eight hours of current unused sick leave credited to each employee per calendar month from January, 1975, through the date prior to the effective date of this Agreement; provided, however, that any sick time used in 1975 will be subtracted from that eight hours per calendar month from January, 1975.

E. The dollar equivalent payable by City to County shall be computed with respect to each transferred employee, where applicable, upon the basis of each

employee's salary rate with City on the date prior to the effective date of this Agreement.

F. Upon transfer, the employee is eligible for the County's part-pay sick leave based on his continuous service with City. No part-pay sick leave accumulated before the employee's date of transfer from City shall be transferred to County.

G. If any transferred employee, having five or more years of combined employment with City and County should terminate his employment with County for any reason, such person will be paid upon termination for any unused accrued full-pay sick leave to the extent provided by the Salary Ordinance of the County of Los Angeles in effect at the time of such termination.

V. The following provisions shall be used by County in establishing the salary step rates of all permanent City employees transferring to County employment hereunder:

A. If the salary range of the position held by an employee with City is lower than the salary range for the County position to which such employee is transferring, the employee shall be placed by County at whichever of the following salary step rates is applicable:

1. If the employee's salary step rate with City is the same salary as one of the step rates within the County range, such employee shall be placed at that County step rate.

2. If the employee's salary step rate with City is a salary which is between two salary step rates within the County salary range, such employee shall be placed on



that County step rate which is next above the actual salary received by the employee on the date prior to the effective date of this Agreement.

3. If the employee's salary step rate with City is a salary which is lower than the salary for the first step rate of the County range, such employee's salary shall be increased so as to be placed on the County's first step rate.

B. If the salary range of the position held by an employee with City is the same as the salary range of the County position to which such employee will be appointed, such employee shall be placed at the same salary in the County salary range as that held with City.

C. If the salary range of the position held by an employee with City is higher than the salary range for the County position to which such employee is transferring, such employee's salary shall be established by County at whichever of the following salary step rates is applicable.

1. If an employee's salary step rate with City is the same as one of the step rates within the County range, such employee shall be placed at that County step rate.

2. If an employee's salary step rate with City is a salary which is between two salary step rates within the County's salary range, such employee shall be placed at that County step rate which is next above the salary received by such employee on the effective date of this Agreement.

3. If an employee's salary with City is above the fifth step rate of the County range, such employee's salary shall be decreased to equal the County's fifth step rate.

D. In applying the foregoing provisions for establishing the salary rate for City personnel, only the rate established by City for the City position held by each employee shall be considered in establishing step placement in the County position to which each employee shall be appointed. No other remuneration or bonus any employee may have received for professional or academic achievement, special assignments, shift differential, hazardous or obnoxious duty, longevity, overtime, or any other reason shall be considered in determining step placement in the County position to which any employee shall be appointed.

E. If the salary for the position held by the employee with City is a flat rate, and if the County position to which he is appointed has a salary range, his step rate shall be determined by the appropriate application of paragraphs A or C above, except that wherever in said paragraphs the term "City salary range" is used, such term shall be replaced by "flat rate".

F. For the purpose of the County step rate advances, employees to whom paragraphs A1, B and C1 above are applicable will retain in County employment the same anniversary date for purposes of step advancement which they had at City except that it will be adjusted to conform to County anniversary dates in accordance with Section 75 of the Salary Ordinance of the County of Los Angeles. An employee to whom paragraphs A2 and C2 are applicable will assume in County employment the date of transfer as his new anniversary date for purposes of step advancements. If the anniversary date of an employee coincides with the date of transfer, he will be advanced to the next higher salary step within the County range on that date and retain such anniversary date for future step advancement.

VI. The following provisions shall be observed by County in transferring Los Angeles City Seasonal Beach Lifeguards, seasonal Park Services Attendants and seasonal Assistant Park Services Attendants to County.

A. City seasonal employees with 1,000 or more hours of City service on the date of transfer shall be employed by County. Should any City seasonal employee with less than 1,000 hours of City employment subsequently be employed by County, such time worked in the City service shall not be used for any benefit(s).

B. Commencing on the date of transfer, County shall assume the obligation for sick time and vacation time earned by those transferring City seasonal employees who qualify in accordance with the provisions of the Salary Ordinance of the County of Los Angeles relating to recurrent employees.

C. County shall not assume any benefit or City obligation to transferring City seasonal employees accrued by these employees prior to the date of transfer.

D. The following provisions shall be observed by County in establishing salary step rates of City seasonal employees transferring to County.

1. Those City Seasonal Beach Lifeguards shall be placed on the lowest step of the salary range for County Beach Lifeguard I, Recurrent, Salary Schedule 28B, which does not result in a decrease in salary.

2. Those City seasonal Park Services Attendants transferring to County shall be placed on the top step of the salary range for County Parking Lot Attendant, Recurrent, Salary Schedule 12F NBB.

3. Those City seasonal Assistant Park Services Attendants transferring to County shall be placed on the lowest step of the salary range for County Parking Lot Attendant, Recurrent, Salary Schedule 12F NBB, which does not result in a decrease in salary.

E. Upon the date of transfer those transferring City seasonal employees will earn step advances in accordance with Section 83 of the Salary Ordinance of the County of Los Angeles. For purposes of determining future step advances, such employees shall not receive credit for hours worked prior to the date of transfer.

F. Those City seasonal employees transferring to County shall be entitled to credit hours worked in City service toward future recurrent rehire lists as if such service had been in the service of County.

G. Hours worked as City seasonal employees shall not be used for any purpose except as specified in Section VI.

VII. A. The City Employees' Retirement System of the City of Los Angeles shall, pursuant to the provisions of Section 504.1 of the City Charter, which section is incorporated herein by this reference, pay to the Los Angeles County Employees' Retirement Association an amount of money which represents the City Employees' Retirement System's released liability, actuarially determined to constitute the present value of benefits earned by all persons transferring to employment with County, calculated to the date of such transfer.

B. The amount of released liability to be transferred to County shall not exceed the amount which will be required to be contributed to the County Employees'

Retirement Association by the City Employees' Retirement System in order to give credit to the employees transferred from City for such length of City service to which said employees may be entitled.

C. There shall be no released liability payable to County for any transferring employee who elects to be refunded the full amount of his employee contributions to the City Employees' Retirement System and to receive no retirement credit by County for any part of his City service.

D. Pursuant to the provisions of Government Code Section 31641.6, City, within 90 days of the effective date of this Agreement, shall pay to the County Employees' Retirement Association an amount of money equal to the amount that County would have been required to deposit with the County Employees' Retirement Association based upon the City salary paid to such transferring employees had such persons been County employees for the same length of time for which retirement credit is given by County, less the amount of released liability payable to the County Employees' Retirement Association by the City Employees' Retirement System. In the event that an excess payment is made on account of the transferred employees, such excess payment shall be refunded by the County Employees' Retirement Association to City, within 120 days of the date of transfer.

VIII. City hereby transfers to County all of its right, title and interest in the following personal property which is presently used exclusively for servicing those beaches located within the limits of the City of Los Angeles:

A. Lifeguard and beach maintenance vehicles and boats as identified in Attachment C, Schedule 1, which Attachment is incorporated herein by this reference.

B. Lifeguard and beach maintenance, parking, recreational and concessions equipment, furniture and furnishings and identified in Attachment C, Schedule 2.

C. Communications equipment as identified in Attachment C, Schedule 3.

IX. Upon termination of this Agreement, County shall transfer all right, title and interest to City in all of the following personal property which, at the time of termination or notice of termination, whichever first occurs, is being used predominantly to service those beaches located within the limits of City:

A. Lifeguard and beach maintenance vehicles and boats.

B. Lifeguard and beach maintenance, parking, recreational and concession equipment, furniture and furnishings.

C. Communications equipment.

X. County hereby leases the four headquarters buildings from City for \$1.00 per year. County agrees to indemnify and hold City harmless for any and all claims, liabilities, or damages that arise out of use by County pursuant to said lease.

XI. County shall be permitted the nonexclusive use of City's assigned radio frequency of 153.80 MHz until December 1, 1975, as may be necessary, for lifeguard and

beach parking services only. As conditions of such use, County shall abide by City's established radio operating procedures as applicable to all users of City frequencies, and County shall not add any additional transmitting units to such frequency without the prior written approval of City. On or before December 1, 1975, County shall convert all radio transmitters transferred hereunder which are presently set to broadcast on 153.80 MHz to other frequencies and no further use shall be made by County of the said City frequency.

XII. County shall acquire, maintain, repair, replace, install and construct, as necessary, all lifeguard and beach maintenance equipment, headquarters buildings and all facilities used by County to provide efficient lifeguard, maintenance and public services equivalent to those furnished at other beaches under the jurisdiction of County. County shall pay for all utility services provided at all beach areas described in Section I hereinabove.

XIII. The City hereby assigns to County all concession service contracts in which the concession operation is located within that area described in Section I hereinabove. Said concession contracts are identified in Attachment D, attached hereto and made part of this Agreement as though fully set forth. County shall abide by and adhere to all the terms and conditions of said concession service contracts and, at the expiration of each contract term, County may award new concession service contracts upon terms and conditions suitable to County. County shall operate and maintain all parking facilities located within beach areas described in Section I hereinabove, and may retain the proceeds from such parking operations. All revenue derived from concessions and parking facilities shall be used by County for beach

lifeguard, maintenance and administrative operations exclusively.

XIV. City shall have and hereby retains unto itself the following rights, interests and responsibilities in those beach areas described in Section I hereinabove:

A. Fire suppression, police protection and law enforcement, including animal regulation services.

B. Enforcement of all City ordinances adopted heretofor or hereafter which are applicable to beaches located within the limits of the City of Los Angeles; and

C. The right to receive all funds from existing and future Federal and State legislation relating to mineral and hydrocarbon deposits, whether located above or below mean high tide line, of all beaches located within the limits of the City of Los Angeles which, but for this Agreement, would have been received by City.

XV. A. All capital development and improvements to be undertaken on beaches within the City by County shall first be approved by the Los Angeles City Board of Recreation and Park Commissioners. One reproducible set of plans and specifications will be submitted to the General Manager, City Department of Recreation and Parks at the program, preliminary and final drawing stages for presentation to the City Board of Recreation and Park Commissioners.

B. All capital development and improvements to be undertaken by City and to be maintained by County shall first be approved by the Los Angeles County Board of Supervisors except those projects which the City may undertake specified in Attachment E, which Attachment is



incorporated herein by this reference. ~~One reproducible set~~ of plans and specifications will be submitted to the County Chief Administrative Office at the program, preliminary and final drawing stages for approval by the County Board of Supervisors.

C. City may make capital improvements and developments on any beach located within the limits of the City, which improvement or development will be maintained by City. County shall be informed in advance of any such capital improvement or development, but County approval thereof shall not be required.

XVI. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined in Section 895 of said code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.2 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, cost or expense arising out of its own acts or omissions.

XVII. Either party hereto may terminate this Agreement by giving written notice to the other party 365 days prior to the effective date of such termination, provided any such notice of termination shall not be given to the other party until one year from the effective date of this Agreement.

XVIII. If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to either party or any other person or circumstances is for any reason held invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provision to the other party or to any other person or circumstance shall not be affected thereby.

XIX. Any notice, demand or request required or authorized by this Agreement to be given or made to or upon any of the parties to this Agreement shall be deemed properly given or made if delivered, by registered mail postage prepaid, to each of the following:

County:

Board of Supervisors  
500 West Temple Street  
Los Angeles, California 90012

Chief Administrative Officer  
County of Los Angeles  
500 West Temple Street  
Los Angeles, California 90012

Department of Beaches  
County of Los Angeles  
2600 Strand  
Manhattan Beach, California 90266

City:

Mayor  
City of Los Angeles  
200 N. Spring Street  
Los Angeles, California 90012

City Council

City of Los Angeles

200 N. Spring Street

Los Angeles, California 90012

City Administrative Officer

City of Los Angeles

200 N. Main Street

Los Angeles, California 90012

Department of Recreation and Parks

City of Los Angeles

City Hall East

Los Angeles, California 90012

XX. Notwithstanding any provisions of this Agreement to the contrary, City shall, for a period not to exceed 45 days from the effective date of this Agreement, continue to pick up trash from those 115 trash bins which are to be transferred to County under this Agreement, and are included in Attachment C, Schedule 2. It is understood that these services will be performed by City employees other than those who transfer to County under the provisions of this Agreement.

IN WITNESS WHEREOF, the City Council of the City of Los Angeles has approved this Agreement by resolution and authorized the Mayor of said City to execute and the City Clerk to attest this Agreement; the Board of Supervisors of County as the governing body of County by resolution duly adopted, have caused this Agreement to be executed by its Chairman and attested by its Executive Officer-Clerk on the date first hereinabove written.

CITY OF LOS ANGELES

COUNTY OF LOS ANGELES

By Sam Bradley  
Mayor

James H. Hayes  
Chairman, Board of  
Supervisors

I hereby attest that the  
City of Los Angeles executed  
the above Agreement on the  
20<sup>th</sup> day of May  
1975.

Rex E. Layton  
City Clerk

I hereby attest that the  
County of Los Angeles executed  
the above Agreement on the  
20<sup>th</sup> day of May  
1975.

James S. Mize, Executive  
Officer-Clerk of the Board of  
Supervisors.



By Garth P. Jensen  
Deputy

Richard L. Schen  
Deputy

Approved as to form  
and legality:  
Burt Pines, City Attorney

Approved as to form:  
John H. Larson, County Counsel

By H. Fox

William Small

This Agreement is approved by the State of California, acting through its Department of Parks and Recreation, only to the extent it relates to Will Rogers State Beach, Dockweiler State Beach, which includes a portion of Venice Beach, and Royal Palms State Beach.

Date:

Herbert R. Ploner  
Director  
California Department of Parks  
and Recreation

Said Agreement is No. 447971  
of Contracts:

ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

9

MAY 20 1975

*James S. Mize*

JAMES S. MIZE  
EXECUTIVE OFFICER

The within instrument approved by  
the Council of the City of Los  
Angeles at its meeting of

MAY 12 1975

E. LAYTON, City Clerk

By.....

*[Signature]*